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Dunkirk City School District And
Dunkirk Teachers Assn

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TRACY

AGREEMENT

Between

THE SUPERINTENDENT OF SCHOOLS

of the

City School District of the City of Dunkirk

and the

DUNKIRK TEACHERS' ASSOCIATION

effective

July 1, 2000 through June 30, 2002

(This Agreement is the Successor to
the 1993-1996 Agreement)

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MAY 21 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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FORWARD

Where the word "teacher" is used in this Agreement, the provision applies to all teachers (unless some modifying word is used) but does not apply to school nurses or teaching assistants.

Where the word "employee" is used in this Agreement, the provision applies to all teachers, school nurses and teaching assistants.

In this Agreement, a term used in one gender also includes the other gender.

The words "Agreement" and "Contract", as used herein, are synonymous.

ARTICLE I

RECOGNITION (AND BARGAINING UNIT)

Section 1. The Board agrees that the Dunkirk Teachers' Association shall be the sole and exclusive representative for all employees described in the bargaining unit for the purpose of collective bargaining and grievances. Such recognition shall extend for the maximum period provided by law.

Section 2. The collective negotiations unit represented by the Dunkirk Teachers' Association includes all teachers, teacher assistants and school nurses who, in each case, work with students enrolled in grades N through twelve but excludes: (1) all per diem substitutes for teachers, teaching assistants and school nurses; (ii) the Superintendent of Schools; and (iii) persons included in the Dunkirk administrators' negotiating unit.

Section 3. In situations where it is known by management that a temporary vacancy for a duration of ninety (90) school days or more will exist in positions included in the bargaining unit, a temporary appointment will be made by Board action without undue delay and such temporary appointments shall be deemed members of the bargaining unit.

ARTICLE II

NEGOTIATIONS PROCEDURES

Section 1. It is agreed that terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this written Contract plus an additional ninety (90)-day grace period thereafter. The parties, accordingly, agree to cooperate in arranging future meetings, selecting topics for discussion, furnishing necessary information and otherwise considering and resolving any matters pertaining to the Contract.

Section 2. No later than March 1, preceding the expiration of this Agreement, the parties will enter into good-faith negotiations over a successor Agreement.

Section 3. Negotiations sessions mutually agreed to be held during regular hours of service shall not be charged to the accumulated leave credits of the employees involved and no loss of salary shall occur.

ARTICLE III

RIGHTS OF CONTRACTING PARTIES

Section 1. Management shall make available to the Association, upon request, such information, statistics and records relevant to negotiations or necessary for the proper administration or enforcement of this Contract.

Section 2. Payroll Deductions

a. The employer shall deduct from the wages of the employees over eighteen (18) pay periods and remit to the Dunkirk Teachers' Association regular membership dues for the Dunkirk Teachers' Association and its affiliate.

Agency Fee. Any personnel in the bargaining unit who are not members of the Association shall be required to pay an agency fee in accordance with the terms of the "Taylor Law." Monies so deducted shall be transmitted to the Association in the same manner as regular dues deductions.

b. The employer agrees to payroll deduction for the purpose of establishing and maintaining a credit union. The responsibility, liability and participation of the Board of Education shall be limited to payroll deduction and remission as authorized by individual employees and the establishment, maintenance, conduct or business responsibility and liability shall be and remain an employee function exclusively.

c. The employer agrees to payroll deduction for the purchase of tax sheltered annuity programs. The participating carriers shall be represented by a single broker or common remitter and the District's obligation is to remit only to such common broker or common remitter.

d. In addition, payroll deduction is authorized for United Fund, bonds and one additional deduction as determined by the Association. Each deduction must be individually authorized. The employer's responsibility is limited to deduction and remission only.

Section 3. Upon twenty-four (24) hours' notification by the President of the Association to the Superintendent of Schools, release time shall be granted to members of the Association to conduct official Association business. In cases where twenty-four (24) hours' advance notice has not been given, the utilization of Association days shall be subject to the approval of the Superintendent of Schools; however, such approval shall not be unreasonably withheld. Fifteen fully paid Association days per school year shall be granted for such purpose with the provision that unused Association days may be carried forward into the following year to the limit that in any one school year no more than twenty (20) Association days shall be granted. Only if the Association wishes to utilize more than four (4) Association days on any one school day shall prior approval of the absences be required by the Superintendent of Schools.

Section 4. When employees are required as witnesses to attend arbitration hearings or any other legal proceedings arising under this Contract, they shall be entitled to attend with no loss of pay or accumulated leave credits.

Section 5. In determining the schedule of the Association President for the school year, management agrees to give special consideration to the added burden placed on the Association President to function effectively. When the Association President is on a secondary schedule, he shall be assigned a schedule of not more than four (4) teaching periods and shall not be assigned a supervisory or duty period. When the Association President is on an elementary schedule, the Association President and the Superintendent shall meet to agree on a schedule which will allow reasonable time for Association business.

Section 6. The Dunkirk Teachers' Association assumes responsibility for the professional conduct of its members and the Association will censure those members whose conduct is not professional or is in violation of the provisions of this Agreement.

Section 7. Except as otherwise specifically provided in this Agreement, management shall have the customary and usual rights, powers and functions to hire, promote, suspend, lay off and transfer employees, assign tasks and work locations, establish the time and hours of work, take disciplinary action and otherwise take whatever actions are necessary to carry out the missions of the employer.

Section 8. Employees shall be entitled to representation in any conference or meetings with the administration and/or Board, by a bargaining unit representative of their own designation. Employees shall be entitled to have a legal representative present in any conference or meeting in which the District has a legal representative present (exclusive of grievance and arbitration proceedings), so long as the employee's legal representative is available so that the conference or meeting is not unreasonably delayed.

ARTICLE IV

TEACHING LOAD

Section 1. The Board of Education and school administrators will adhere as much as possible to the recommendations of the State Education Department relative to optimum class sizes. Pupils and teachers will be assigned equitably in consideration of the logistics of the number of pupils to be accommodated, the number of spaces available and the instructional and financial resources, available.

Section 2. The maximum daily teaching load in grades six through twelve shall be in keeping with the recommendations of the State Education Department wherever possible.

Section 3. The weekly teaching load in grades six through twelve shall be twenty-five (25) teaching periods, five (5) preparation periods and five (5) duty periods, all of forty-five (45)

minutes or the equivalent in the regular schedule. A teacher may, by a written statement, accept an assignment of a sixth instructional period in lieu of a duty period.

Section 4. At the K-5 level, each teacher shall receive at least two and one-half (2-½) hours each week free from regular and supervisory duties for preparation purposes. Special subject teachers at the elementary level shall have the opportunity to provide input into the development of a master schedule of special subject assignments. A tentative schedule of elementary special subject instruction will be developed no later than the end of school in June.

Section 5. Whenever an employee cannot meet his assignments, he will notify his principal as soon as possible. A classroom teacher can be required to supervise a teaching assignment in the absence of the assigned teacher generally no more than three (3) assignments during each school year. All teachers shall have available for their replacements a plan of activities to cover at least one day.

Section 6. Nothing in this article shall preclude the possibility of experimental or innovative scheduling patterns or instructional modification as approved by the Superintendent of Schools. In such cases, the Association and the teaching staff affected shall have been given opportunity to make recommendations and suggestions during the planning, development and prior to the implementation of such programs.

Section 7. It shall be the policy of the employer to secure certified or licensed (as the case may be) substitutes whenever practicable for employees who are absent. Substitute teachers shall not be required for the following positions so long as the absence does not exceed five consecutive days: guidance, speech, instrumental music lessons, school psychologist, attendance teacher.

Section 8. Employees whose duties require travel within the District will be allowed reasonable time within their schedules for such travel with consideration being given to distance, weather and time of day. Teachers who travel between buildings at the secondary level shall not have a duty period. Travel time shall not be taken from preparation or lunch periods.

Section 9. Employees who use their personal automobiles for approved travel within or without the District shall be paid the mileage rate established by the Board of Education on a District-wide basis (but not to be less than \$.26 per mile) upon submission of vouchers for such.

ARTICLE V

SCHEDULES

Section 1. The regular hours of service for employees shall be no longer than seven (7) hours a day including, for employees who work at least five (5) hours a day, a minimum one-half (½)-hour duty-free lunch period which will occur at or near the same times as other employees'

lunch periods. In addition, department chairmen shall serve an additional one-half ($\frac{1}{2}$) hour per day.

The regular day of service for teachers and school nurses will not commence prior to 8:00 a.m. or extend beyond 4:00 p.m. unless mutually agreed upon by both the Association and management. All classroom teachers assigned to the same building shall be on the same schedule.

Building principals shall post the exact times during which their teachers and school nurses are to be in their respective schools. Teachers and school nurses shall not leave the building except during duty-free lunch periods without securing permission from the building principal or his designee.

In addition, employees shall participate in building level and District-wide meetings as called upon and give additional assistance and attention to pupils as needed as part of their regular professional responsibilities.

Except in an emergency, building level and District-wide meetings shall not be scheduled without at least a two (2)-day prior notification and with a printed agenda made available.

Section 2. The school calendar shall be designed around one hundred and eighty-five (185) teacher attendance days; however, employees shall be required to work no more than one hundred eighty-four (184) days in each school year. The first of such days shall be no earlier than the day after Labor Day (unless the parties mutually agree otherwise) and the last of such days shall be no later than June 30. The calendar of days on which the faculty is required to report shall be adopted by the Board of Education only after a proposed calendar has been reviewed and discussed with the Association President or his designee and the President or designee has had at least two weeks to make the Association's position thereon known to the Superintendent of Schools. After the Board of Education adopts the calendar, it may reschedule the days on which the faculty is required to report in order only to ensure that the actual number of instruction days does not fall below 180 in the school year. Notwithstanding the above provisions, in addition to the days of the school calendar, teachers who are new to the District may be required to attend two (2) in-service days before Labor Day of their first year of service. Such in-service days shall be planned by the Professional Development Committee (or equivalent if such committee no longer exists) with the approval of the Superintendent of Schools.

Section 3. When called upon by the administration, employees shall participate in inservice activities, faculty meetings and curriculum planning sessions. Teachers are encouraged to submit proposals for studying, planning and preparing materials for curriculum improvement and inservice projects. Proposals shall be submitted through the District-wide inservice Committee to the Superintendent of Schools and in a manner prescribed by the Superintendent for approval.

Section 4. Parent-Teacher Conferences. Each school year an evening parent-teacher conference of two (2) hours' duration will be held. The date for this conference will be mutually agreed upon by the Superintendent and the Association President.

Section 5. The Dunkirk Teachers' Association shall encourage teachers to chaperone after-school student activities. If a sufficient number of chaperones is not available in a building for a given activity, the administrator shall have the right to solicit volunteer chaperones from other buildings.

ARTICLE VI

RIGHTS AND RESPONSIBILITIES

Section 1. Employees shall be given directions only by their administrative supervisors or by the employee duly authorized to act in the capacity of the administrator.

Section 2. Upon prior application and approval by his principal and the Superintendent of Schools, each teacher may be allowed days in each year, with full pay, in which to visit other schools or classes for the purpose of study and instructional improvement. The teacher will submit a report concerning each visit to the Superintendent of Schools within ten (10) school days of the visit.

Section 3. In order to fulfill their functions as professional educators, management and Association agree that teachers will accept among their responsibilities the following:

a. Teachers will serve on revision and evaluation committees dealing with instructional matters.

Major changes in the above-mentioned areas shall be put into effect only after an extensive and intensive study has been made by a committee of teachers who will be involved in implementing the changes. The Committee's recommendations shall receive due consideration.

Section 4. Committees.

a. Safety Committee. The District shall provide a safe and healthy work environment. The Association shall be entitled to five (5) of ten (10) seats on the District-Wide Safety Committee.

b. Labor-Management Committee. This committee shall consist of the Association President, two (2) Association members, the Superintendent of Schools and two (2) Building Administrators.

ARTICLE VII

PROMOTIONS

Section 1. It is the legal obligation and responsibility of the Board of Education, through its Superintendent, to have final authority in the selection, appointment and promotion of employees. Whenever an administrative or supervisory position becomes available, the following procedure will be followed:

- a. The vacancy will be announced by posting in each building and by direct written communication to the President of the DTA. The notice shall describe the position, list the requirements for it and the application procedure.
- b. When unencumbered vacancies arise in the DTA bargaining unit, the DTA shall select one representative to serve on the screening committee. The representative shall be entitled to review the applications in the Superintendent's office and shall be invited to attend and participate in the interviews.
- c. When a search committee is formed to fill an administrative position, the DTA shall select one representative to serve on the committee. The representative shall be entitled to review the applications in the Superintendent's office and shall be invited to attend and participate in the interview process.

ARTICLE VIII

ASSIGNMENT AND TRANSFER

Section 1. Assignment and transfers of personnel are the prerogative of management and should be made to meet the needs of the School District while assuring fair and equitable treatment for the employees. Assignments, changes in assignments and transfers will be made when feasible with the full knowledge and consent of the individuals affected and with a mutual understanding and concern for both the needs of the School District and the desires of individual employees.

Section 2. Requests of employees for change of assignment for professional reasons will be accommodated where such change can benefit both employees and pupils and meet the needs and goals of the School System.

Section 3. Staff members involved in assignment changes will be notified and given an opportunity to discuss the impending change prior to such action.

Section 4. The following procedures pertaining to assignment and transfer will be adhered to:

- a. Employees will be notified of any change in assignment for the coming year by June 15. The above does not apply to employees applying for voluntary transfers.
- b. The vacancy will be announced by posting in each building and by direct written communication to the President of the Association. The notice shall describe the position, list the requirements for it and the application procedure.
- c. An employee may apply for a horizontal transfer to any available positions for which he/she is qualified and certified and shall be given preferential consideration. If two or more applicants are equally qualified for the position in question, then that applicant with the greatest length of service with the Dunkirk School District will be given preference over the other applicants. Such positions will be announced and posted as indicated in paragraph (b) above for at least seven (7) working days before outside applications are solicited. Applications from within the Dunkirk School District must be filed with the Superintendent of Schools within seven (7) working days after date of posting.
- d. If an employee's request for transfer is approved, he/she will be notified in writing. In such cases, every reasonable effort will be made to transfer the employee as soon as possible.
- e. An employee may withdraw a request for transfer or change in assignment, giving full reason and explanation for the withdrawal of request and making himself available to discuss it if so requested. It should be understood that if administrative action has already been undertaken as a consequence of the request such as, for example, the employment of a replacement, it may not be feasible to rescind the action and the request may necessarily need to remain in effect.

Section 5. At the K-5 level, when teachers are reassigned due to the abolition of positions resulting from the consolidation of classes and subsequently, the original positions are re-established, such teachers shall be assigned to the assignments they had prior to the consolidation. The opportunity to be so assigned, however, shall be limited to the first time the circumstances so permit.

Section 6. If two teachers are working in the same certification area and are permanently certified and tenured they may exchange assignments for a period of one year provided approval from the Superintendent of Schools is granted. Such approval would not be unreasonably denied. Such an exchange would not be considered an interruption in service or seniority.

ARTICLE IX

SICK LEAVE AND LEAVES OF ABSENCE

Section 1. Sick Leave

a. Each employee who enters upon full-time yearly employment in the Dunkirk Public Schools shall be allowed sick leave without loss of salary for eleven (11) days of sick leave for ten-month employees and twelve (12) days of sick leave for eleven-month employees, such leave to be credited on the first day of service. Sick leave shall be prorated for persons employed after the first day of school.

b. Sick leave is granted for: (1) illness of the employee, quarantine; (2) illness or death in the employee's immediate family or household, provided such leave does not exceed thirty (30) days within the last five (5) school years and there exists adequate justification. At the discretion of the Superintendent, additional days may be granted in extenuating circumstances.

The term immediate family refers only to father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren or any person living in the family household.

c. A statement shall be presented by the employee within three (3) days from date(s) of absence in order to have it considered for credit. It will specify the reason for absence and in the case of persons other than the employee, the relationship and residency status.

d. Employees of the Dunkirk City Schools hired prior to July 1, 1964, will continue to accumulate each year unused sick leave for an unlimited number of days. Employees hired after June 30, 1964, will accumulate each year unused sick leave to a maximum of two-hundred ten (210) days; beginning with sick days earned but not used during the 2001-2002 school year, the maximum accumulation for such employees shall be two hundred thirty (230) days. Only ten (10) (or eleven) of the eleven (11) (or twelve) days shall be accumulated. At any time, an employee at no loss of pay may use all of his sick leave for personal illness. A doctor's certificate may be required for all absence of school personnel whenever there are five (5) absences in any ten (10) consecutive workday period. If a doctor's certificate is required by the District, the cost of the doctor visitation shall be borne by the District with the District having the right to select the doctor.

e. In applying credit and earned accumulative sick leave against absence due to sickness, no deduction of accumulative sick leave shall be made for absences on days when service is not required.

f. Sick Bank.

(1) Each employee who desires to be a member of the Sick Bank shall contribute at least one (1) and no more than three (3) of his yearly allotment of sick leave days each school year to the Bank which shall be established to aid employees who suffer prolonged personal illness and whose sick leave accumulation has been exhausted. An employee shall make his contributions by giving a signed written authorization therefor to the District. At no time shall the number of days in the Bank exceed seven-hundred fifty (750) days. The excess days over seven-hundred fifty (750) shall be held in reserve in accordance with the current practice of the parties. During his service with the District, an employee shall have only one opportunity to become a member of the Bank.

(2) Upon retirement, an employee's accumulated sick leave credit for which an employee has not received payment in accordance with Section 8 of Article XII shall automatically be credited into the Bank or held in reserve.

(3) A member of the Bank will be permitted, pursuant to rules and procedures promulgated by the Association, to draw up to one-hundred twenty (120) fully-paid days against the Bank after his own accumulation, not including personal leave days, has been exhausted but only for personal illness of a prolonged nature as provided in paragraph f-(1) of this section of the Agreement. The Association shall be responsible for the complete administration of the Sick Bank and the District shall be responsible only for keeping an accurate record of the Bank's accumulation of days and making salary payments in accordance with normal District operation.

g. If no sick days are used in a school year, an additional \$300 will be added to the last paycheck in June.

h. The District will provide to each employee in September a statement of the number of sick days available to that employee. With the last pay in June, the District will provide a list to each employee of how many sick days were used and the reason, as shown in the District record, for the use of said sick day.

Section 2. Bereavement Leave. Bereavement leave for death in the immediate family as defined in Section 1, b is for a period not to exceed three (3) working days per death to occur within ten (10) days following such death or at another time as approved by the Superintendent of Schools with no deduction from accumulated sick leave. Bereavement leave beyond three (3) days shall be in accordance with Section 1, b of Article IX.

Two (2) additional bereavement days shall be granted if the deceased is the mother, father, son, daughter, husband or wife of the employee. The Superintendent of Schools, acting in his/her sole discretion in exceptional situations, may authorize the use of personal sick leave days for bereavement purposes not covered by the definition of the term "immediate family" in Section 1, b of Article IX.

Section 3. Disability and Child Rearing Leave. Disability and Child Rearing leave shall be granted under the following conditions:

- a. Sick leave is authorized for any type of disability.
- b. An employee who anticipates an extended disability leave of more than five (5) days' duration shall give written notice thereof to the Superintendent of his/her designee as soon as practicable after the employee becomes aware of the need for said leave.
- c. Not less than the sixtieth consecutive day (waived in emergency situations) prior to the date the employee desires to begin said leave the employee shall give written notice to the Superintendent of Schools stating:

- (1) the time the employee desires to begin said disability leave and

- (2) in the event of a maternity leave, whether the employee desires a leave for child-rearing purposes. In the latter case, the notice shall specify the time the employee desires to return.

This notice shall be accompanied by a statement from the employee's attending physician which states the anticipated date of disability and that the employee's condition will not interfere with the full performance of employee's duties until the employee's leave commences.

Upon request of management, the employee shall submit to examination by a physician of the employee's choice from a list of three (3) qualified physicians prepared by management with cost to be borne by the District.

- d. The disability leave will begin when the employee is unable to perform his duties. An employee must submit a statement to such effect from the employee's attending physician. The disability leave will end when the employee's condition is such that the employee is able to perform his duties. The employee must submit a statement to such effect from the employee's attending physician.
- e. If the employee takes a child-rearing leave, such leave will terminate at the end of the semester in which said child-rearing leave is granted or at the end of one of the next four (4) semesters or in accordance with the Family and Medical Leave Act, as the employee determines. An employee who requests a second consecutive maternity/child-rearing leave must return following the next full semester after the birth of the child.
- f. An employee wishing to terminate a leave previously requested for child-rearing purposes shall be entitled to do so within thirty (30) days after termination of pregnancy. She shall be entitled to return thirty (30) days after such notice is given.

g. If the employee returns to work as soon as his condition permits the employee to perform his full duties (as per paragraph d above): (1) he shall be entitled to return to his former position and (2) there will be no interruption in his continuous service for purposes of salary credit, sick leave or other benefits based on length of service.

Section 4. Court Duty Leave

a. Upon receipt of notice to appear during time school is in session, the employee will notify his principal and the Superintendent of Schools, lodging with him/her the notice or a facsimile thereof.

b. Employees subpoenaed as witnesses or jurors and who cannot be excused will be paid the difference between the fees received as such witnesses or jurors and the employee's salary that would have been received with no loss of accumulated sick leave.

c. Employees absent as a result of litigation not related to professional activity and for which they have not been subpoenaed shall receive no salary for such periods of absence.

Section 5. School Closing. When school is officially closed for pupils because of severe weather or other emergency conditions, members of the bargaining unit need not report to school.

Section 6. Personal Days

a. Employees employed for a full-school year shall receive a maximum of three (3) personal days per year.

b. Employees employed at least one-half ($\frac{1}{2}$) school year but less than a full year shall receive a maximum of one personal day.

c. Employees employed less than one-half ($\frac{1}{2}$) school year shall receive no personal days.

d. Personal days are available only to take care of emergencies or contingencies which cannot normally be handled at other times and shall not be used for recreational purposes. To utilize these days, an employee shall give notification to his immediate supervisor as far in advance as possible.

e. Personal days requested immediately prior to, following or to extend a holiday, recess or vacation must be accompanied by an explanation and description of the emergency or contingency occasioning them and shall be the only case where prior approval of the Superintendent of Schools is required to utilize these days.

Section 7. Workers' Compensation. The Board of Education provides Workers' Compensation insurance for all school personnel. Any employee injured while on duty as an employee of the Dunkirk Public Schools is herewith directed to file an accident report with his principal within twenty-four (24) hours.

When an employee is absent from duty as a result of injury or disease which is compensable under the Workers' Compensation Law, the District will continue the employee at full salary for the period of such absence but not to exceed one-hundred twenty (120) consecutive work days for each such injury or disease without charge to the employee's sick leave. Any portion of a Worker's Compensation award which is for lost wages for that period of absence shall be assigned to the District but not to exceed one-hundred twenty (120) consecutive work days.

Section 8. Professional and Personal Leave

- a. All employees shall have the right to apply for an unpaid professional or personal leave for up to a period of two (2) consecutive years.
- b. Employees may request leaves of absence and must apply in writing to the Superintendent of Schools at least ninety (90) days before the leave of absence would go into effect except in the case of a disability condition when application must be made as soon as practicable. The application shall state the reason for the request and the beginning and ending dates.
- c. Upon returning from a leave, an employee shall resume his previous assignment with no loss of accumulated benefits.
- d. Such leave shall not be counted in calculating an employee's seniority but shall not be deemed to interrupt the employee's continuous service.
- e. The Board of Education shall not unreasonably deny such a leave.

Section 9. Military Leave

- a. Any employee entering military service from the Dunkirk School District shall, upon return, be given full credit on salary schedule equivalent to the years spent in military service.
- b. Any accumulated sick leave earned prior to entering the service shall be credited upon return. At the conclusion of military service, the Board shall return the employee to the same or reasonably comparable position.
- c. Provisions (a) and (b) under "Military Leave" shall also apply to short-term duty in any branch of the military service.

Section 10. Religious Obligations. Up to three (3) days' absence per year shall be allowed to cover absences due to religious obligations on days when the employee is prohibited from working.

Section 11. Sabbatical Leave. An annual program of sabbatical leave for advanced academic study may be offered in accordance with the following provisions and procedures:

- a. Permanently-certified teachers who are on active duty status and have satisfactorily completed at least seven (7) years of service in the Dunkirk School District may submit to the Superintendent of Schools an application in writing detailing all particulars and specifically the educational objectives which lead to the improvement of the practice of instruction. The statement must include the institution at which the teacher is to study and the courses to be pursued either leading to an advanced degree or in the pursuit of stated educational objectives.
- b. Applications for sabbatical leave may be submitted for either a period of one semester or for a period of two (2) consecutive semesters each at one-half ($\frac{1}{2}$) pay. They must be submitted to the Superintendent of Schools no later than February 1, for leaves starting at the beginning of the next school year or not later than October 1, for leaves starting at the beginning of the second semester of such school year.
- c. A committee consisting of two (2) members appointed by the Superintendent of Schools and two (2) members appointed by the Association shall review all applications for sabbatical leaves and shall make recommendations to the Superintendent whose decision shall be final and subject only to the approval of the Board of Education.
- d. The applicant whose sabbatical leave request has been approved will be so informed in writing and shall be required to sign a written agreement to remain in the employ of the Dunkirk School District for a period of time equal to twice the length of the leave immediately following the expiration of such leave or in the event of resignation, to pay and/or refund to the Board the proportional amount of salary plus health insurance, life insurance and retirement costs for each year or portion thereof not completed and in default.
- e. Immediately following return from an approved sabbatical leave of absence, the teacher shall provide to the Superintendent of Schools a complete, detailed written report of such leave and the results obtained.
- f. A teacher on sabbatical leave shall not engage in study for another professional or trade nor be gainfully employed full time during the leave period.
- g. A teacher granted such leave shall not again be eligible to apply for another sabbatical leave until seven (7) years of additional service have been given to the Dunkirk School District. If the leave has been for one semester, then eligibility begins after four (4) years.

h. In no event, however, may such leave be granted to more than one (1) teacher for two (2) consecutive semesters or to two (2) teachers for one semester each.

i. A sabbatical leave of absence with pay shall be counted as regular service for the purpose of salary increment, retirement, health insurance and life insurance coverage but shall not be counted for the purpose of accumulating sick leave entitlement or personal days.

Section 12. Elected Office. Any employee who is elected to public office or an office in an affiliate of the Association shall be granted, upon request, an unpaid leave of absence to begin on the first day of his term of office and end on the last day of the semester during which his term of office ends. Such leave shall not be counted in calculating an employee's seniority but shall not be deemed to interrupt the employee's continuous service.

ARTICLE X

PROTECTION OF EMPLOYEES

Section 1. In any case of assault on an employee resulting in bodily harm and reported immediately to the appropriate administrator, the Superintendent of Schools shall initiate a thorough investigation. If requested by the employee, the Superintendent of Schools shall make available to the employee the services of an attorney for initial advice and consultation service only unless waived by the Superintendent of Schools.

Section 2. There shall be maintained in the central office an official personnel file for each employee. The employee shall receive a copy of all material placed in the personnel file except confidential preemployment materials. The file, exclusive of confidential preemployment material, shall be available to the employee for inspection in the presence of the Superintendent of Schools or his/her designee. The employee shall have the right to respond in writing within ten (10) days to any material placed in his personnel file and to have such response become part of his file.

Section 3. Any written complaint received against a specific employee by the Superintendent of Schools shall be brought to the attention of the employee involved who shall have the right to submit a written reply to the Superintendent of Schools within ten (10) days.

Section 4. No employee will be disciplined formally by the Superintendent of Schools nor disciplined or dismissed by the Board of Education without just cause.

Section 5. If an educational program or class presently maintained by the District is consolidated with or transferred to BOCES and the employee(s) affected are not offered a comparable position with BOCES in the program, the District shall offer such employee(s) any vacant position in the negotiating unit for which they are qualified.

Section 6. The Board shall provide reimbursement directly or through an insurance carrier for the repair or depreciated value of clothing and personal effects including automobiles damaged or destroyed on school premises or during the course of or incident to employment provided such is not caused by willful negligence of or provoked by the claimant, an example of which would be failure to lock a door, drawer or file cabinet.

The Board shall be responsible in such cases only for the cost in excess of \$25 and less than \$350. Each such claim shall be supported by a sworn affidavit from the employee attesting to the facts and to the insurance coverage in force.

A Review Committee consisting of the Superintendent, one Board of Education member, two (2) employee representatives (other than the claimant) and the President of the Dunkirk CSEA shall review all statements and other evidence relevant to each claim and shall make a final determination of the amount to be paid on each claim based on the merit of such claim.

Personal property covered by this provision, other than clothing and personal effects including automobiles, must have the express written permission of the school principal to be brought into or onto school premises.

Claim forms to be used shall be those developed by the School System.

ARTICLE XI

EMPLOYEE EVALUATION

Section 1. It is mutually recognized that it is a management prerogative to periodically evaluate the work of all employees under its jurisdiction. Formal written evaluations shall not be carried out by members of the bargaining unit.

Section 2. The Supervisory Practices Committee periodically will review evaluative instruments and procedures and will make recommendations to the Superintendent of Schools for continual improvement and strengthening the effectiveness of the evaluation process.

Section 3. The Supervisory Practices Committee shall be responsible for keeping employees aware of the evaluation criteria, instruments and procedures in use.

Section 4. All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee.

Section 5. The Supervisory Practices Committee shall be comprised of all building principals, the Superintendent of Schools, the Association President and one Association member representative from each building being appointed by the Association President.

ARTICLE XII

SALARY REGULATIONS

Section 1. Employees shall be paid an annual salary in accordance with the attached salary schedules based on years of credited service and levels of preparation.

Section 2. Advancement by Additional Educational Credits

a. Teachers may qualify for movement on the salary schedule horizontally in accordance with the credit requirements at the head of each column on the established schedule.

b. Horizontal movement on the salary schedule shall be as follows:

(1) Course work taken must have the approval of the Superintendent of Schools to be considered for salary credit. Course work to be considered for salary purposes shall be subsequent to the Bachelor's degree and normally at the graduate level. Teachers who do not secure approval of course work prior to registration at a degree granting institution shall not assume it will be subsequently approved for salary purposes.

(2) Programs of study should be related to the petitioner's subject field, to school programs with which he is or may be connected or designated generally to improve his performance or otherwise to benefit approved learning opportunities for pupils. Such programs will be arranged cooperatively with the immediate supervisor who will indicate approval on the course approval request.

(3) The teacher will make application for advanced salary standing on forms provided for this purpose. To be considered, applications must be received in the Superintendent's office no later than September 15, and/or February 1, or within fifteen (15) days of completion of course work, whichever comes later. With the application, the teacher shall submit a statement or other evidence indicating that official transcripts have been requested of the credit-granting institution.

(4) Upon recommendation of the Superintendent of Schools, credit will be granted pursuant to resolution approved by the Board of Education contingent upon receipt of full official documentation. Dates for advancing to appropriate columns are September 1, for credits earned prior to that time and February 1, for credits earned prior to that time. Full salary adjustment will be made from September 1, and one-half ($\frac{1}{2}$) salary adjustment will be made from February 1.

Section 3. Salary Differentials and Exceptions

a. Department Chairmen shall be compensated \$541 during the 1999-2000 school year, \$557 during the 2000-01 school year and \$574 during the 2001-02 school year for departmental

duties and first five (5) teachers within the department plus \$103 during the 1999-2000 school year, \$106 during the 2000-01 school year and \$109 during the 2001-02 school year for each additional five (5) teachers or major portion in addition to annual salary.

When vacancies occur, selection of the chairman will require the mutual agreement of the department members, high school administrator and Superintendent of Schools. The following criteria will be taken into account:

1. Acquisition of appropriate tenure in the Dunkirk District;
2. Knowledge of subject matter;
3. Possession of ability to relate to people and possession of requisite skill to manage people;
4. A demonstrated interest in and willingness to serve in this capacity by applying for the position.

The above process will reoccur at the end of the third consecutive school year following the appointment of the chairman.

b. Each staff member will be paid 1/200th of his total scheduled teaching salary for each day of full-time service required by management beyond his specific contract year. On a part-time basis, the salary will be pro-rated for the time served.

c. Athletic Director.

1. If the position is held by a teacher whose weekly teaching load as defined in Article IV of this Agreement is substantially reduced, the stipend shall be \$2,472 during the 1999-2000 school year, \$2,546 during the 2000-01 school year and \$2,623 during the 2001-02 school year.

2. If the position is held by a teacher carrying a full academic schedule as defined in Article IV of this agreement, the stipend shall be \$7,210 during the 1999-2000 school year, \$7,426 during the 2000-01 school year and \$7,649 during the 2001-02 school year. These stipend amounts shall remain in effect for the duration of the Agreement.

3. The District shall make an effort to schedule the athletic director's classes in a block of time between 8:00 a.m. and 12:00 noon.

d. The Health Coordinator shall be paid an annual stipend of \$618 during the 1999-2000 school year, \$637 during the 2000-01 school year and \$656 during the 2001-02 school year.

Section 4. Coaching, Co-Curricular and Intramural Assignments

a. Assignments to coaching, co-curricular and intramural positions will be made annually by the District. The District will post, with a copy to the President of the DTA, those positions which it desires to fill in sufficient time to allow employees to submit applications to the designated administrator before the assignment is made. The District may, in its sole discretion, fill any such position with a person who is not a member of the bargaining unit upon a determination by the Superintendent of Schools that the individual is more qualified than any member of the bargaining unit who applies for the position. The determination of the Superintendent shall not be arbitrary or capricious.

b. An incumbent in one of such positions who applies for continuation in the same position shall be reappointed to such position provided his performance in such position is deemed satisfactory by the Superintendent of Schools. The athletic director will provide only informal, unwritten input for the evaluation process.

c. An employee who is appointed to coaching, co-curricular or intramural assignment shall be paid in accordance with schedules contained in the Appendix.

Section 5. Summer School. A teacher engaged in teaching summer school shall be paid as follows:

a. One ninety (90)-minute academic summer school class assignment: \$1,417 (effective June 30, 2001, \$1,460; effective June 30, 2002, \$1,503).

b. Two (2) ninety (90)-minute academic summer school class assignments: \$2,833 (effective June 30, 2001, \$2,918; effective June 30, 2002, \$3,006).

c. One driver education class assignment: \$4,631 (effective June 30, 2001, \$4,770; effective June 30, 2002, \$4,913). Hourly rates: \$21/hour (effective June 30, 2001, \$21.63/hour; effective June 30, 2002, \$22.28/hour).

d. Other summer school assignments based on thirty (30) full days: \$3,859 (effective June 30, 2001, \$3,975; effective June 30, 2002, \$4,094).

Preference will be given to qualified applicants from the Dunkirk Public Schools for all summer school positions. Positions will be posted before any assignments are made.

Section 6. In accordance with Article V, Section 3, employees shall be paid \$20.60 per hour effective July 1, 1999 (\$21.22 per hour effective July 1, 2000; \$21.85 per hour effective July 1, 2001).

Section 7. Retirement Pay. Teachers, upon retirement from the School District, shall be paid for unused accumulated sick leave as follows:

- a. Employed prior to July 1, 1964, total number of accumulated sick days.
- b. Employed during July 1, 1964 to June 30, 1969: total number of accumulated sick days to a maximum of one-hundred fifty (150) days.
- c. Employed after June 30, 1969, no cash payment, however, for those employees who have accumulated one-hundred twenty-five (125) days of unused sick leave, the District shall pay, upon retirement, the amount equal to the employer's contribution in the year of retirement for the basic* health coverage for two (2) years. If the employee has one hundred and ninety-five (195) days of unused sick leave, the payment will be made for three (3) years.

*Basic coverage is the Chautauqua County School District's Medical Health Plan described in Section 8. Excluded are dental, vision, life and any other future negotiated benefits.

Section 8. Health Insurance. Health Insurance will be provided as follows:

<u>Plan</u>	<u>% Employer/Employee</u>
Chautauqua County School Districts' Medical Health Plan with \$100/\$200 deductible and \$5/\$10 prescription co-pay	90/10
Blue Shield Dental III Plan	90/10
Optical Plan "Vision Care" as underwritten by First Rehabilitation Insurance Company of America	90/10

NYSUT Member Benefits Program with employer-paid life insurance is \$50,000. All other employee-chosen benefits shall be at the cost of the employee with employer responsibility limited to check-off and transmittal in one lump sum monthly payment.

- a. The schedule of benefits and the entire Plan, as they existed on September 1, 1994, are included by reference and, as such, become a part of this Agreement. The District warrants that it will do nothing to change the current major medical plan with respect to the individual's ability to submit the co-pay charge for reimbursement under major medical.
- b. Retired employees may participate in the health care plan but shall assume the full cost of their coverages.

- c. The above note in no way diminishes a benefit afforded in Section 7c of this article.
- d. The parties may, by mutual agreement, substitute other carriers for coverages provided in this Section 8.
- e. The District shall pay no part of the premiums if it is determined that the employee has equivalent coverage under a spouse's plan. The Association agrees to actively cooperate with management in the enforcement of this provision.
- f. If an employee with family coverage dies "in service," his family shall retain the existing health insurance coverage for sixty (60) days from the death of the covered employee at the contractual contribution rate.

The District shall be responsible to notify the family of the deceased as to the exact date of expiration of the insurance coverage.

Section 9. Employees' paychecks shall be distributed on a basic every second-Thursday schedule unless such a payday involves an illegal payment action. Employees on payroll as of September 1, may elect either a twenty-two (22) - or twenty-six (26) - pay basis. All payment due will be made by June 30.

Section 10. Each employee's salary will be increased \$50 for each unused personal business day to be added to the last pay of the school year in accordance with the following schedule:

- a. Employed for full school year: three-day maximum;
- b. Employed at least one-half ($\frac{1}{2}$) year but less than a full year: one-day maximum;
- c. Employed less than one-half ($\frac{1}{2}$) year: no days.

Section 11. Implementation of Salary Schedule. Teachers shall be placed on the included schedule on the basis of their credited preparation and years of experience. Part-time teachers shall advance each year and be paid one-half ($\frac{1}{2}$) of step increase. Teachers hired on or after February 1, will remain on the same step of the salary schedule for the subsequent full school year.

Section 12. The salary schedules for the 2000-01 and 2001-02 school years are set forth as Appendices and attached to this Agreement.

Section 13. The schedules for coaches, co-curricular and intramurals for the 1999-00, 2000-01 and 2001-02 school years are set forth as Appendices and attached to this Agreement.

Section 14. The District shall fund an Employee Assistance Program for the duration of this contract. It is mutually agreed that the program shall be provided by Employee Services, Inc. of Wellsville, NY.

Section 15. Excellence in Teaching Monies. If the legislature appropriates Excellence in Teaching (EIT) monies for a school year covered by the term of the this Agreement, the parties agree that the District shall make application for said monies. The parties further agree that after compliance with the statutory and regulatory requirements regarding increased salaries, all unrestricted monies properly allocated to the members of this bargaining unit shall be divided among bargaining unit members, except those teachers on unpaid leave of absence and per diem substitutes. Registered nurses who are at least ninety percent (90%) - time shall receive one-third (1/3) of the average amount allocated per teacher. Those registered nurses who are employed less than ninety percent (90%) - time shall receive one-sixth (1/6) of the average amount allocated per teacher. Those eligible for such payments shall be paid fifty percent (50%) on December 1 and fifty percent (50%) on April 1. If the statute and/or regulations on the allowed uses of said monies are amended, the parties will meet to negotiate possible alternative methods of distribution. If no such agreement is reached within 60 days, then the current formula for distribution shall remain in effect.

The EIT payments referred to in this Agreement shall be made by separate checks and shall be included as salary earned and salary received on employer reports to the New York State Teachers' Retirement System.

Section 16. After a teacher has completed the following years of service to the District, they shall receive, in addition to their salary, an annual longevity payment in the amount corresponding to their years of completed services:

<u>After Completing</u>	<u>Amount</u>	<u>Cumulative Amount</u>
25 years	\$ 500	\$ 500
30 years	\$ 800	\$1,300
35 years	\$1,000	\$2,300

Section 17. Cafeteria Plan. The District agrees to maintain the Internal Revenue Code Section 125 Cafeteria Plan for premium reimbursement, dependent care and unreimbursed medical expenses as set forth in the plan documents in place on the effective date of this Agreement. The plan shall continue to be administered by the current third party administrator, unless the parties mutually agree on another party to do so.

Section 18. Children of bargaining unit members who reside with the member may attend Dunkirk Public Schools without the payment of tuition. "Children" shall include step, foster and adopted.

Section 19. Teachers who volunteer to work in after-school, instructional programs will be paid at the rate of \$32 per hour.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. Purpose. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

Section 2. Definitions

- a. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- b. An "employee" is any person in the unit covered by this Agreement.
- c. An "aggrieved party" is the employee or group of employees who submit a grievance or on whose behalf it is submitted by the Association, or the Association itself.
- d. "Days" means school days except during the summer recess when it means any day except Saturday, Sunday or holiday.

Section 3. Submission of Grievances

- a. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with his immediate superior.
- b. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- c. A grievance shall be deemed waived unless it is submitted within fifteen (15) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- d. (1) An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate administrative superior.

(2) The Association may submit any grievance. The grievance shall be submitted to the immediate administrative superior. If it is limited in effect to one school, this shall be the building principal, otherwise, it shall be submitted directly to the next higher administrative superior.

Section 4. Grievance Procedure.

- a. An aggrieved party has the right to be accompanied by another person of his choice at any or all step(s) of the grievance procedure.
- b. The immediate administrative superior shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the immediate administrative superior or if no response is received within ten (10) days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- c. The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than fifteen (15) days after it is received by him/her. When a conference on a grievance is held, the Superintendent may require the attendance of the teacher(s) and/or administrator(s) involved in the facts underlying the grievance. The Superintendent will make a reasonable effort to schedule the conference during the teacher work day.
- d. If the Association is not satisfied with the statement of the Superintendent as a resolution of the grievance, it may submit the grievance to arbitration by writing to the American Arbitration Association (AAA) within fifteen (15) days of receiving the Superintendent's statement and sending a copy of the letter to the Superintendent. The parties shall be bound, by the AAA rules except the parties must have exhausted three (3) separate lists of twelve (12) names of potential arbitrators before the AAA may designate an arbitrator pursuant to its rules.

Section 5. Arbitration

- a. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.
- b. The cost for the services of the arbitrator will be borne equally by the School Board and the Association.

ARTICLE XIV

LAY-OFF/RECALL

Section 1. If a reduction in tenure area is necessary, teachers will be laid off in reverse order of their total length of continuous service in the District. Personal or other approved leaves of absence shall not affect a teacher's "continuity of service." However, unpaid leaves of absence shall not be counted toward seniority.

Section 2. Any laid-off teacher will be recalled in order of seniority to any vacant position in the teacher's respective tenure area(s). Laid-off teachers will be given first preference for vacancies occurring in any other tenure area(s) assuming they hold proper certification. Teachers who are on a preferred eligible list shall be called first in order of seniority to be offered per-diem substitute employment in areas in which they have indicated certification.

Section 3. District-paid health insurance will be continued for three (3) months after a teacher is laid off. Thereafter, the teacher may continue in the District health plan(s) by paying premiums directly to the District school business manager.

Section 4. All benefits such as accumulated sick leave, insurance benefits and seniority will be restored upon recall.

Section 5. A teacher on lay-off may decline recall to any position that is less than full-time without jeopardizing seniority and recall rights. If, however, such teacher was laid off from a less-than-full-time position such as kindergarten or similar program and the teacher is offered recall to the same or similar position and the teacher declines recall, then such teacher will be placed at the bottom of any list of laid-off teachers and the teacher's seniority for recall purposes shall be effective on the date of such refusal.

Section 6. Teachers on lay-off shall be responsible for maintaining a current mailing address with the Superintendent of Schools and shall apprise the Superintendent of any change of residence or certification status.

Section 7. A teacher on lay-off who is recalled to a bona fide vacancy must return to employment within forty-five (45) calendar days except in the case of extenuating circumstances. A teacher may decline recall by notice to the Superintendent of Schools within seven (7) days from receipt of such recall notice with no change in seniority status for recall purposes. If subsequent recall notices are made to the same teacher and the teacher declines recall within the time set forth above, then the teacher's seniority for recall purposes shall be determined as effective on the date of such declination.

Section 8. Teachers on lay-off will be offered recall to temporary positions (as in #2 above) of one semester or more; however, a teacher may decline such recalls without any jeopardy whatsoever to his recall rights.

Section 9. The provisions of this contract concerning posting of positions and application for transfer shall be held in temporary abeyance when lay-offs occur or are immediately pending and the parties are attempting to reassign and/or transfer teachers so as to minimize or avoid lay-offs.

Section 10. Any temporary service by a teacher on lay-off shall be credited toward seniority and toward the fulfillment of any probationary requirements. A teacher must have taught thirty (30) days or more in any school year in order to receive such credit. Only one hundred eighty (180) days of such per-diem or temporary service may be counted toward the fulfillment of probationary requirements.

ARTICLE XV

GENERAL PROVISIONS

Section 1. The District shall supply the Association President with three hundred (300) copies of this Agreement, fifty (50) of which shall be spiral-bound copies, as soon as they are available.

Section 2. This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

Section 3. If a grievance is filed by a unit member, the District may submit as all or part of its answer to the grievance that the action in question was taken in compliance with the Americans With Disabilities Act. If that answer is accepted by the Association or upheld by an arbitrator, the grievance shall be denied.

Section 4. Part-time employees shall receive salary, leave and other benefits provided by this Agreement in the same proportion that their service is of full-time service.

Section 5. The District will indicate total numbers of years of credited service on the annual salary notification form.

Section 6. Smoking shall be banned in all faculty rooms and/or work rooms.

Section 7. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY, PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

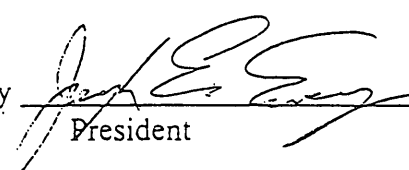
ARTICLE XVI

DURATION OF AGREEMENT

This contract shall be effective as of July 1, 2000, and shall continue in effect through June 30, 2002. Negotiations concerning a successor Agreement shall proceed in accordance with the provisions of Article II of this Agreement.

DUNKIRK TEACHERS' ASSOCIATION

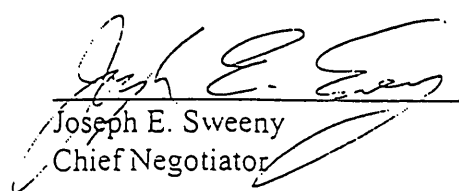
By


President

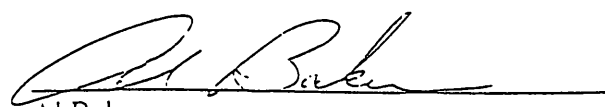
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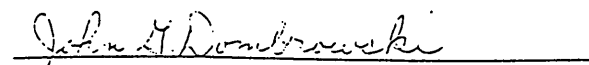
1/22/01

Members of Negotiating Team


Joseph E. Sweeny
Chief Negotiator

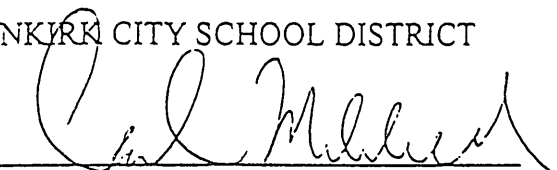

Diane Andrasik


Al Baker


John Dombrowski

DUNKIRK CITY SCHOOL DISTRICT

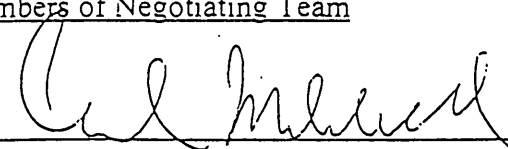
By

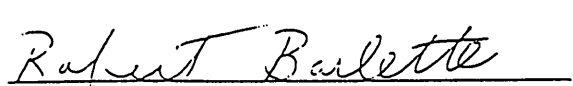

Superintendent of Schools

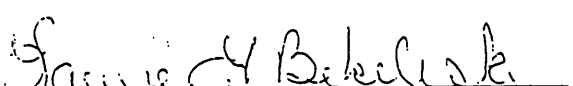
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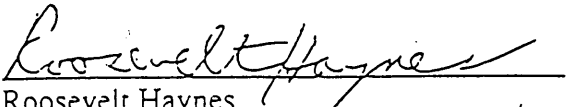
1/22/01

Members of Negotiating Team


Carl Militello
Superintendent of Schools


Robert Barlette


Laurie Bekeleski


Roosevelt Haynes

Clinton H. Lewis

Clint Lewis

David A. Farnelo

David A. Farnelo

Chief Negotiator/School Attorney

Rock A. Vallone

Rock Vallone

Shirley Bissell

Shirley Bissell

NYSUT Representative

The President of the Board of Education does certify that those provisions in the Agreement requiring approval of the Board of Education have been approved.

Robert Barlette

Robert Barlette

President, Board of Education

SCHOOL NURSES AND TEACHING ASSISTANTS

Note: (a) Amounts shown are for 1,288 hours per school year including a one-half-hour paid lunch. For persons working less than 1,288 hours, the salary amounts will be pro-rated.

(b) Teaching assistants shall be paid eighty percent (80%) of the scheduled amount.

	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02
Step 1	23,770	24,483	25,218	25,974	26,754	28,025
2	24,705	25,446	26,209	26,995	27,805	29,126
3	25,637	26,406	27,198	28,014	28,854	30,225
4	26,571	27,368	28,189	29,035	29,906	31,326

Retroactive payments for the 1996-97 through 1999-00 school years shall be made only to those school nurses and teaching assistants who remain in the employ of the District on July 14, 2000 or who, since September 1996, retired from the District and began to collect benefits from the applicable state retirement system immediately upon their retirement.

SALARY DATA FOR 1996-1997 THROUGH 1999-2000

There are no salary schedules for the 1996-1997, 1997-1998, 1998-1999 and 1999-2000 school years. Teachers employed during those years have already been compensated on the schedule that remained in place during those school years. In addition to those salary amounts already paid, for teachers who worked during all or part of each of those school years and who either (a) are employed as teachers of the District as of July 14, 2000 or (b) since September 1996, retired from the District and began to collect benefits from NYSTRS immediately upon their retirement, the District will make payments for each year pursuant to the following schedule. These payments are non-cumulative and shall be pro-rated for any year in which the teacher was not on the payroll for any portion of the year.

1996-97	\$200 payment to all who had received an increment or were on step 1. \$2,000 payment to all who stayed on top step from previous year.
1997-98	\$300 payment to all who had received an increment or were on step 1. \$2,000 payment to all who stayed on top step from previous year.
1998-99	\$400 payment to all who had received an increment or were on step 1. \$2,000 payment to all who stayed on top step from previous year.
1999-00	\$1,000 payment to all who had received an increment or were on step 1. \$3,500 payment to all who stayed on top step from previous year.

SALARY DATA FOR 2000-2001 THROUGH 2001-2002

2000-01 Step Placement

Salaries

<u>1999-00 Step</u>	<u>2000-01 Step</u>	<u>Step</u>	<u>2000-01 Salary</u>	<u>2001-02 Salary</u>
B	2	1	28,700	29,400
C	3	2	29,676	30,300
D	4	3	30,626	31,200
E	5	4	31,682	32,300
F	6	5	33,371	33,500
G	7	6	34,429	34,900
H	8	7	35,485	36,350
I	9	8	37,280	37,900
J	10	9	40,131	40,300
K	11	10	42,947	43,100
M	12	11	45,763	46,300
N	14	12	48,580	49,800
T	15	13	51,396	53,500
U	15	14	54,212	57,500
		15	59,845	61,550

Masters = \$660

Masters = \$685

Grad Hr = \$45

Grad Hr=\$47.50

Notes:

1. Steps beyond J are eliminated in B column for all new teachers.
2. B + 15 is eliminated for all new teachers.
3. Effective June 30, 2002, a new column shall be added for M+45.

COACHES' SALARY SCHEDULE

	Rating Points	1999-00	2000-01	2001-02
Head Football	100	\$3,065	\$3,157	\$3,252
Head Boy's Basketball	96	2,943	3,031	3,122
Head Girls' Basketball	96	2,943	3,031	3,122
Head Baseball	88	2,698	2,773	2,862
Head Softball	88	2,698	2,773	2,862
Wrestling	88	2,698	2,773	2,862
Boys' Track	82	2,514	2,590	2,667
Girls' Track	82	2,514	2,590	2,667
Boys' Soccer	82	2,514	2,590	2,667
Girls' Soccer	82	2,514	2,590	2,667
Boys' Swimming	75	2,299	2,368	2,439
Assistant Football (5)	75	2,299	2,368	2,439
JV Boys' Basketball	72	2,207	2,274	2,342
JV Girls' Basketball	72	2,207	2,274	2,342
JV Soccer	72	2,207	2,274	2,342
Girls' Swimming	70	2,145	2,210	2,276
JV Baseball	66	2,023	2,084	2,146
JV Softball	66	2,023	2,084	2,146
Assistant Wrestling	66	2,023	2,084	2,146
Assistant Boys' Track	61	1,870	1,927	1,984
Assistant Girls' Track	61	1,870	1,927	1,984
Freshman Basketball	58	1,778	1,831	1,886
MS Boys' Basketball	58	1,778	1,831	1,886
MS Girls' Basketball	58	1,778	1,831	1,886
Girls' Volleyball	55	1,686	1,737	1,789
Cross Country	55	1,686	1,737	1,789
Boys' Tennis	50	1,533	1,579	1,626
Golf	50	1,533	1,579	1,626
Bowling	50	1,533	1,579	1,626
Girls' Tennis	45	1,379	1,421	1,463
MS Asst. Basketball Coach	45			
Asst. Girls' Volleyball	42	1,288	1,326	1,366
Boys' Volleyball	30	920	947	976
<u>Cheerleading:</u>				
MS Football	20	613	631	650
MS Basketball	20	613	631	650
HS Football	30	920	947	976
HS Basketball	30	920	947	976
Asst. Basketball	25	767	790	814

NOTE: First-year coaches will be paid eighty percent (80%) of the above stipends.

	<u>Other Stipends</u>		
Game Supv. And Bus Chaperones	25	25	26

CO-CURRICULAR SCHEDULE

	<u>Points</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Freshman Advisor	2	\$674	\$694	\$715
Sophomore	2	674	694	715
Junior Advisor	4	1,344	1,384	1,426
Senior Advisor	6	2,017	2,077	2,140
Junior Play	4.5	1,512	1,557	1,604
Senior Play	4.5	1,512	1,557	1,604
MS Student Council	4	1,344	1,384	1,426
MS Student Council	5	1,680	1,730	1,782
MS Musical	6	2,017	2,077	2,140
HS Musical	6	2,017	2,077	2,140
Elementary Band	2.5	842	867	893
Senior High Band	6	2,017	2,077	2,140
MS Band Director	2	674	694	715
HS "Citizen"	3	1,008	1,039	1,070
"HS Highlights"	3	1,008	1,039	1,070
Honor Society	1.5	504	519	534
"Ivy Tower"	12.5	4,201	4,327	4,457
Photography	4.75	1,596	1,644	1,694
Senior Awards	1.5	504	519	534
MS Paper	2	674	694	715
MS A.M. Supervision	3	1,008	1,039	1,070
MS P.M. Detention	4	1,344	1,384	1,426
HS A.M. Detention	3	1,008	1,039	1,070
HS P.M. Detention	4	1,344	1,384	1,426
"Candle"	3	1,008	1,039	1,070
Color Guard	2	673	693	714
Step & Drill Team	1.5	505	520	535

INTRAMURAL SCHEDULE

<u>Elementary</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Gymnastics	\$911	\$938	\$966
Swimming	901	928	956
Basketball	854	879	906
	808	832	857
Track	642	661	681
Open	642	661	681

Middle School

Basketball	1,095	1,128	1,162
MS/HS Co-ed Swimming	767	790	814
Open (5)	642	661	681

High School

MS/HS Strength Training (Winter)	705	726	747
MS/HS Strength Training (Spring)	705	726	747
- Open (5)	642	661	681

- 1) H.S. Fitness, aerobics 2000-01 661
- 2) H.S. Basketball 2000-01 661

ADDENDUM TO
AGREEMENT
BY AND BETWEEN
CITY SCHOOL DISTRICT OF DUNKIRK
and
DUNKIRK TEACHERS' ASSOCIATION

WHEREAS, the parties recognize that the transient nature of the District and the ever changing demands of children with special educational needs, make it difficult, if not impossible to predict on any one day the number of students in special education classes, and

WHEREAS, the parties recognize that under the Commissioners Regulations, Part 200, certain standards have been mandated by the Commissioner of Education, and

WHEREAS, both parties recognize it is in the interest of the District, the students and the Association to comply WITH THE STANDARDS as much as possible, within the resources of the District, now therefore be it resolved as follows:

RESOLVED, that pursuant to the guidelines specified below, the number of students in special education classes may exceed the number specified in the Commissioners Regulations, for a maximum of thirty (30) calendar days after the child is placed in the special education class.

The following overloads shall be allowed:

- 1-15 class two extra children with a teacher aide
- 1-8 class no extra children
- 1-12 class two extra children
- Resource room - two extra children.

In the event the number of students is exceeded beyond the thirty (30) day extension, the teacher shall be compensated according to the following formula based on Commissioners

Regulations Part 200:

- a) The teachers annual salary shall be divided by 184 days to establish the teachers daily rate.
- b) The daily rate shall be divided by 5 to get daily class rate.
- c) The daily class rate shall be divided by the number of students permitted by the Commissioners Regulations for the type of class, to give a per pupil/per class/per day rate.
- d) The rate calculated in "C" above shall be multiplied by the number of days out of compliance for each extra pupil retroactive to day violation began.

Dated: 1/22/07

THE CITY SCHOOL DISTRICT OF DUNKIRK

By 

DUNKIRK TEACHERS' ASSOCIATION

By 

ADDENDUM TO
AGREEMENT
BY AND BETWEEN
CITY SCHOOL DISTRICT OF DUNKIRK
and
DUNKIRK TEACHERS' ASSOCIATION

This Addendum is necessitated as a result of a cooperative successful temporary agreement between the parties pertaining to Head Start instructional personnel.

Effective July 1, 1991, Head Start teachers shall teach two classes for full-time status.

Dated: 1/22/01

THE CITY SCHOOL DISTRICT OF DUNKIRK

By 

DUNKIRK TEACHERS' ASSOCIATION

By 

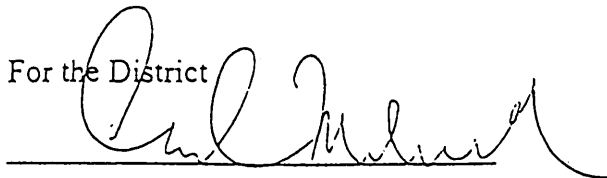
SIDE LETTER

The District and the DTA reaffirm their agreement to the following provision of a September 7, 1999 Settlement Agreement which resolved a pending arbitration:

The parties acknowledge that there are circumstances which can dictate a change in assignments for high school teachers after June 15. As in the past, when a change in a high school teacher's schedule is to be made, the District will notify the affected teacher and contact an Association official to secure the Association's concurrence in the change of assignment. The parties acknowledge that in the past there has been a practice of the Association concurring in such changes where they are warranted, and of telling the District of a preferred alternative where the Association does not find the District's proposed change to be warranted; further, the Association has been reasonable in its granting/withholding of concurrence in such situations. This past practice shall continue. If the Association declines to concur in a proposed change but the District feels that the change is necessary and therefore proceeds with the assignment change, the assignment change will be effected but the action of the District shall, at the election of the Association, be subject to the grievance and arbitration procedure of the Collective Negotiations Agreement.

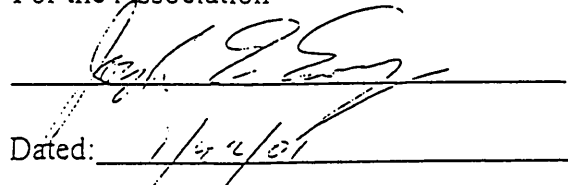
The District and the DTA further agree that the Superintendent of Schools and the DTA President shall meet to discuss appropriate ways to share with the faculty pertinent preliminary scheduling information prior to June 15.

For the District



Dated: 1/22/01

For the Association



Dated: 1/22/01

SIDE LETTER

The District and the DTA agree to form a joint committee consisting of six (6) individuals, three (3) appointed by the DTA and three (3) appointed by the District, which shall meet for the purpose of reviewing the current health program(s) in effect in the District. It shall be the charge of the committee (a) to create an educational program for teachers and other employees of the District regarding health insurance and health insurance usage, and (b) to review ways of providing excellent health care coverage at a lesser cost. Consultants, as approved by the committee, may be used for the purposes above, provided that any expense for the use of consultants must be approved by the Superintendent of Schools. The committee shall ultimately be responsible to make recommendations to the District and the DTA regarding its findings and conclusions. Any savings resulting from recommendations made by the committee and ultimately approved by the DTA and the District shall be shared in the manner agreed by the parties.

The committee shall expire on June 30, 2002, unless otherwise agreed by the Superintendent of Schools and the DTA President.

For the District

Dated: 1/22/21

For the Association

Dated: 1/22/01

SIDE LETTER

The District and the DTA agree that in order to provide time for end-of-year duties, elementary teachers will not be assigned students after 11:30 a.m. on the last three days of the school year unless it is necessary to meet minimum state aid requirements.

For the District

Carl M. M. M.

Dated: 1/22/01

For the Association

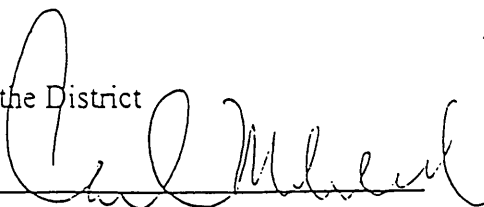
[Signature]

Dated: 1/22/01

SIDE LETTER

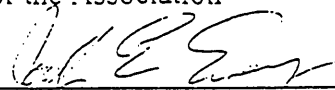
The District and the DTA agree that if all of the teacher's duties have been completed, and if the time is not needed to meet requirements for instruction or maximum state aid, the last work day for all employees shall end no later than 11:00 a.m.

For the District



Dated: 1/22/01

For the Association

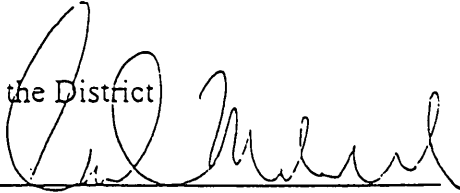


Dated: 1/22/01

SIDE LETTER

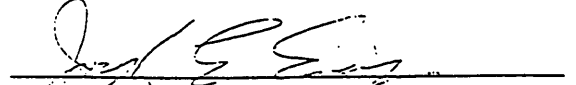
The District and the DTA agree that the DTA will encourage teachers to volunteer for a sixth instructional period when a legitimate need exists. If insufficient teachers volunteer, the Association leadership will work with the Superintendent on an alternative method to address the situation.

For the District



Dated: 1/22/01

For the Association



Dated: 1/22/01

SIDE LETTER

The District and the DTA agree that as of July 1, 2000, there shall be no more than one parking spot reserved for administrative use in the front lot adjacent to the high school and handicapped and visitor spots will be maintained at their current levels, through June 30, 2002.

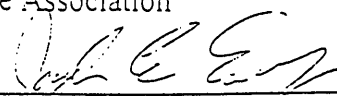
For the District



Dated: _____

1/22/01

For the Association



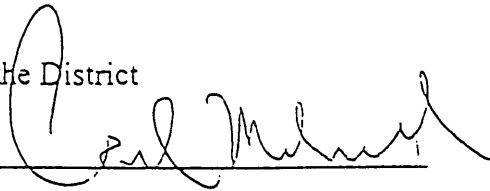
Dated: _____

1/22/01

SIDE LETTER


The District and the DTA agree that the District may send a letter to the teaching staff which reminds them that teachers, including coaches, absent other required professional obligations, have an obligation to be available and to assist students upon the students' request during the period from student dismissal through the end of the teacher work day.

For the District



Dated: 1/22/01

For the Association

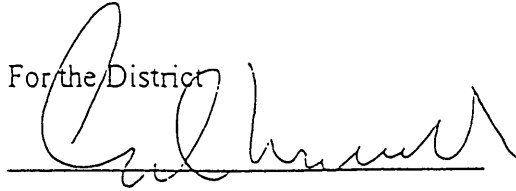


Dated: 1/22/01

SIDE LETTER

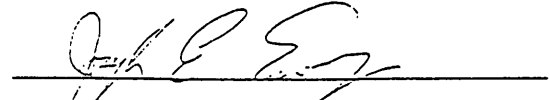
The District and the DTA agree that if a teacher is not capable of providing a typed final examination, typing services shall be provided by the District if there is appropriate advance submission.

For the District



Dated: 1/22/01

For the Association

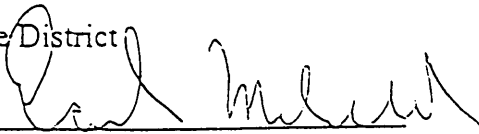


Dated: 1/24/01

SIDE LETTER

The District and the DTA agree that the Superintendent of Schools and the DTA President shall jointly commit to develop strategies designed to increase parent involvement in the schools, including but not limited to parents' night, etc.


For the District



Dated: _____

1/22/01

For the Association



Dated: _____

1/22/01

MEMORANDUM OF AGREEMENT

1. Distance Learning Committee. Both parties agree to form a Distance Learning Committee (hereinafter "DLC") consisting of the Superintendent (or his designee), the high school administrator, the president of the Dunkirk Teachers' Association (or his designee) and one of the teachers involved in the distance learning program. The DLC shall reach its decisions by consensus.

The function of the DLC shall be to consider all matters pertaining to the regular student academic program which arise out of the Distance Learning Program. The DLC shall have no power to amend or otherwise alter the Collective Negotiations Agreement between the District and the Association.

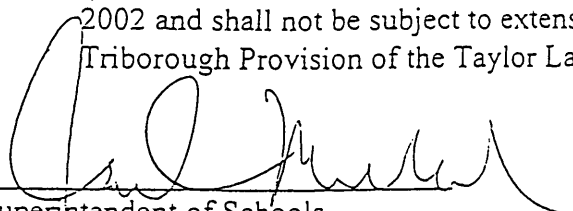
The currently constituted DLC shall perform its functions as herein described until June 30, 2002.

2. Recognition of Rights. The parties acknowledge and confirm that (1) the District is authorized under the Education Law to participate in the Distance Learning Program and (2) participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work.
3. Posting and Assignment. The teaching of distance learning classes shall be strictly voluntary. Assignments to teach distance learning classes shall be made annually. Such assignments shall be posted in the same manner as all other instructional positions are posted. The assignment of a distance learning class shall be counted as a class assignment.

Distance learning classes shall be taught by teachers certified in the area they will be teaching.

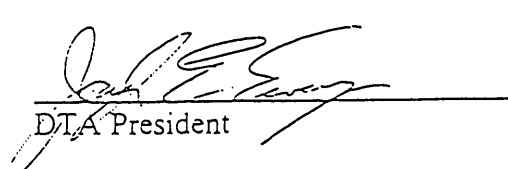
4. Class Periods. No distance learning class period taught by a Dunkirk teacher shall exceed forty-five (45) minutes in length unless mutually agreed to by the Superintendent of Schools and the DTA President. Distance learning classes will be scheduled after regular school hours only with the consent of the teacher.
5. Staff Training. Training courses shall be offered to all interested teachers.
 - A. Should participating districts from time to time schedule visitation opportunities during the work day when distance learning program instructors and students can meet to share learning and recreational activities to enhance the educational process, upon approval of the Superintendent, distance learning program instructors shall be afforded full released time with no loss of pay for such activities.

- B. The District shall allow participating teachers the opportunity to visit other distance learning sites during the normal work day following established procedures for visitation days.
6. Supervision of Students. Dunkirk teachers who teach in the Distance Learning Program will not be held accountable for student control and discipline matters at a remote site.
 7. Student Grades. The grading of distance learning program student participants shall be the responsibility of the instructor. However, the instructor shall not be responsible for translating grades into a component district's grading system.
 8. Observation/Evaluation. Teacher observation and evaluation practices shall be consistent with established practices in the District. Evaluators shall observe the teacher's class rather than monitoring the television.
 9. Technical Assistance. The District will provide technical personnel to assist in the set-up, operation, transmission and take-down of equipment utilized in distance learning classes.
 10. Tapes. Tapes of studio "presentations" shall be made only at the discretion of the participating teacher. Such tapes, if any, shall remain the property of the teacher and shall be used only as the teacher permits.
 11. No Use for Reduction of Positions. The District will not bring distance learning classes into the District for the purpose of reducing bargaining unit positions.
 12. Expiration. This Memorandum of Agreement shall fully expire and sunset on June 30, 2002 and shall not be subject to extensions beyond that date under the so-called Triborough Provision of the Taylor Law.


Superintendent of Schools
Dunkirk City Schools

Date

1/22/01


DTA President

Date

1/22/01

Memorandum of Agreement
Between the
Dunkirk City School District and
Dunkirk Teachers' Association

This Memorandum of Agreement is a result of a shared desire to see the continuation of the Junior Reserve Officers' Training Corps (JROTC) program under the ROTC Vitalization Act of 1964 at Dunkirk High School.

JROTC is a cooperative program between the U.S. Army and the host high school. The purpose of the program is to provide high school students with opportunities for leadership development and to motivate young people to be "Better Americans."

1. The program will be staffed with two (2) instructors: one retired Army officer and one retired Army non-commissioned officer. The officer is the Senior Army Instructor (SAI) and has overall responsibility for the program and its operation. The NCO is the Army Instructor (AI) and works for the SAI and assists him/her in the execution of the JROTC program. Both instructors must be on the Army List of Eligible Instructors.
2. These people will be hired by the Dunkirk Board of Education and will be responsible to school officials and must adhere to the policies and procedures of the school institution. In addition, they must adhere to military standards, policies and regulations and are also subject to supervision and removal by military officials.
3. Because the instructors will, in part, provide certain forms of instruction and will serve in the District pursuant to a special permit issued pursuant to the Regulations of the Commissioner of Education, the District and the DTA agree that the instructors will be included in the Collective Negotiations Unit represented by the DTA and, as such, entitled to all rights and benefits of the DTA contract which do not specifically conflict with this Memorandum. However, instructional duties of these positions shall not include those currently performed by bargaining unit members or future instructional duties unrelated to the JROTC program which would normally be performed by probationary and/or tenured bargaining unit members. It is further agreed that the positions at issue do not fall within any teacher tenure area established pursuant to Part 30 of the Regulations of the Commissioner of Education and that the employment of the instructors is not subject to probationary appointment or tenure pursuant to the Education Law of the State of New York. Therefore, it is agreed that the instructors shall not have any entitlement to or protection in their positions, nor shall they accrue any seniority in their positions or in any tenure area pursuant to the Education Law of the State of New York.
4. Work Year: The instructors will work a twelve (12)-month contract and their work day will be no more than eight (8) hours including a half (½)-hour duty-free lunch. It is understood that this type of program may require flexibility with regard to the scheduling of the work day and, therefore, adjustments may be made from time to time by the Superintendent of Schools. Such adjustments, however, should be made only after consultation with the instructor and at least two (2) weeks prior to the change. They will have all school and legal holidays off as well

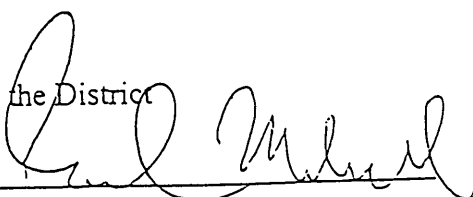
as days when the Dunkirk Schools are closed for inclement weather or other emergency conditions. A period of time of not less than two (2) weeks will be scheduled during the months of July or August for vacation. Such period of time shall be scheduled by the Instructor with the approval of the Superintendent of Schools. Approval for said vacation shall not be unreasonably withheld.

5. The salary for the instructors shall be computed according to guidelines established by the military for such programs, which currently call for the salary for such instructors to be an amount equal to the difference between the individual's retirement pay and what he/she would receive if called to active duty. The positions are not on any salary schedule.

6. An instructor who does not hold an undergraduate college degree shall take a minimum of six (6) credit hours of college coursework each school year (July 1 to June 30). The District agrees to work with the instructor to determine if release time from the regular work schedule can be arranged if such time is necessary to the completion of the coursework required by this agreement. If the District determines that the required college coursework cannot be scheduled within the requirements of the JROTC program, the District will work with the instructor to arrange for District-approved alternatives to the college coursework.

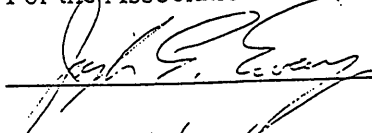
7. In the event the JROTC program is terminated, the instructors will not have a claim to any other position in the School District.

8. Term of this Agreement: The terms of this Memorandum of Agreement shall be effective from September 1, 1996, to and including June, 30, 2002 only, and are not subject to extension beyond that date under the so-called Triborough Provision of the Taylor Law. It may be terminated earlier pursuant to mutual agreement of the District and the DTA set forth in writing and executed by authorized representatives of the parties. The terms of this Memorandum of Agreement may not be added to, deleted from or amended except by a written document executed by authorized representatives of both parties.

For the District


Dated: 1/22/01

For the Association


Dated: 1/22/01